

NewSouth Communications Corp.

Switched Access

ACCESS SERVICES

RATES, RULES, AND REGULATIONS GOVERNING
THE PROVISION OF SWITCHED ACCESS SERVICES
FOR CONNECTION TO INTRASTATE COMMUNICATIONS FACILITIES
WITHIN THE STATE OF KENTUCKY

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

Issued: **June 10, 1999**

Effective July **June 10, 1999**

**Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607**

ACCESS SERVICES

CHECK SHEET

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	23	Original
2	Original	24	Original
3	Original	25	Original
4	Original	26	Original
5	Original	27	Original
6	Original	28	Original
7	Original	29	Original
8	Original	30	Original
9	Original	31	Original
10	Original	32	Original
11	Original	33	Original
12	Original	34	Original
13	Original	35	Original
14	Original	36	Original
15	Original	37	Original
16	Original	38	Original
17	Original	39	Original
18	Original	40	Original
19	Original	41	Original
20	Original	42	Original
21	Original	43	Original
22	Original	44	Original

JUL 10 1999

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

Issued: June 10, 1999

Effective: July 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

ACCESS SERVICES

CHECK SHEET

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
45	Original	62	Original
46	Original	63	Original
47	Original		
48	Original		
49	Original		
50	Original		
51	Original		
52	Original		
53	Original		
54	Original		
55	Original		
56	Original		
57	Original		
58	Original		
59	Original		
60	Original		
61	Original		

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Stephen D. Blevins
SECRETARY OF THE COMMISSION

Issued: June 10, 1999

Effective: July June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

ACCESS SERVICES

TABLE OF CONTENTS

	<u>Page</u>
Check Sheet	1
Table of Contents	3
Definitions	5
1. General	8
1.1 Undertaking of the Company	8
1.2 Prohibited Uses	20
1.3 Obligations of the Customer	21
1.4 Customer Equipment and Channels	25
1.5 Payment Arrangements	28
1.6 Allowances for Interruption in Service	36
1.7 Joint Use Arrangements	39
1.8 Meet Point Billing	39
2. Access Services Descriptions	40
2.1 General	40
2.2 Transport Service	43
2.3 End User Access	44
2.4 Switching Service	44
2.5 Chargeable Optional Features	47
2.6 Measurement of Access Minutes	49
2.7 Individual Case Base (ICB) Arrangements	50
2.8 Jurisdictional Reports	50
2.9 Network Blocking	52

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
JUL 10 1999
PURSUANT TO 807 KAR 5011,
SECTION 3 (1)
BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

Issued: June 10, 1999

Effective: July 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

ACCESS SERVICES

TABLE OF CONTENTS (cont'd)

	<u>Page</u>
3. Billing Name and Address Service	53
3.1 Undertaking of the Company	54
3.2 Obligations of the Customer	55
3.3 Rate Regulations	56
4. Description and Application of Rates and Charges	57
4.1 Usage Rates	57
4.2 Monthly Rates	57
4.3 Nonrecurring Charges	57
5. Rates and Charges	61

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 807 KRS 0011,
SECTION 9 (1)

BY: Sharon B. B.
SECRETARY OF THE COMMISSION

Issued: June 10, 1999

Effective July ~~June~~ 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

ACCESS SERVICES

DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

Advance Payment: Part or all of a payment required before the start of service.

Access Services: The Company's intrastate services offered pursuant to the Tariff.

Commission: The Kentucky Public Service Commission.

Company: NewSouth Communications Corp., the issuer of this Tariff.

Customer: The person, firm, or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations. A person, firm or corporation is deemed a Customer of the Company if any of its traffic is terminated to a central office code (NPA - NXX) assigned to the Company or if the End Users originate traffic on the Company's network that is routed to the person's, firm's or corporation's network

End User: A person or entity that subscribes to any Company service offered under this Tariff, regardless of whether such person is so authorized by the Customer, and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

Individual Case Basis: A service arrangement in which the regulations, rates, and charges are developed based on the specific circumstances of the case.

Joint User: A person, firm, or corporation which is designated by the Customer as a user of the service furnished to the Customer and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

LATA: A Local Access and Transport area established pursuant to the Modification of Final

Issued: June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: *July* **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 807 KAR 0011,
SECTION 9 (1)
BY: *Stephen B. Bell*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

DEFINITIONS (cont'd)

Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192, or any other geographic area designated as a LATA in the National Exchange Carrier Assn., Inc. Tariff F.C.C. No. 4.

LEC: A Local Exchange Company located in the area served by the Company.

Port: A facility of equipment system or subsystem set aside for the sole use of a specific Customer.

Recurring Charges: The monthly Charges to the Customer for services which continue for the agreed upon duration of the service.

Service Commencement Date: The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or the Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from the Customer, the Service Commencement Date will be the first date on which the service or facility is used by the Customer.

Service Order: The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without a executed Service Order, the Customer will be subject to the obligations, rates, and charges as set forth in this Tariff(the Company may request such a Customer to submit a Service Order).

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: *July* **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 007 KAR 0011,
SECTION 9 (1)

BY: *Stephen D. B...*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

User: A Customer or any other person authorized by the Customer to use service provided under this Tariff.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: *July* **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 007 KRS 001.1,
SECTION 0 (1)
BY: *Sharon S. B...*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL

All services or commitments undertaken by the Company, and provided through the use of facilities and/or services acquired from another carrier, are subject to any limitations set out in applicable tariffs filed by the other carriers or in carrier-to-carrier agreements, and such limitations are hereby incorporated by reference.

1.1 Undertaking of the Company

1.1.1 Scope

This service consists of the furnishing of intrastate carrier communications services pursuant to this general Tariff offering of service to the general public. Intrastate carrier communications provided pursuant to this Tariff are subject to the general regulations stated in this Section. This Tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for its choice of laws provision. Contractual arrangements which relate to services which are subject to this Tariff will be subject to Section 2.7 of this Tariff.

1.1.1.1 Terms and Conditions

Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions of this tariff. Should a Customer use the Company's access service without an executed Service Order, the Customer will be subject to the obligations, rates, and charges as set forth in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: *July* **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 207.1001, 207.1002,
SECTION 207.1003
BY: *Stephen R. [Signature]*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1.1.2 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of a lack of facilities, or due to any other cause beyond the Company's control.

The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities, including facilities the Company may obtain from other carriers, to furnish service from time to time as required at the sole discretion of the Company.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 100.11,
SECTION 3 (1)

BY: Sharon D. Bell
SECRETARY OF THE COMMISSION

Issued: **June 10, 1999**

Effective: *July* **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

ACCESS SERVICES

1. GENERAL (cont'd)

1.1 Undertaking of the Company (cont'd)

1.1.3 Liability of the Company

The Liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances as set forth in Section 1.6. The extension of such allowances shall be the sole remedy of the Customer, authorized User, or Joint User and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire flood or other catastrophes; any law, order, regulation, direction, action or request of the federal government, or of any other government, including federal and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one of more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-out, work stoppages, or other labor difficulties.

The Company shall not be liable for any act or omission of any entity furnishing to the Company or the Company's Customers facilities or equipment used for or with the services the Company offers.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective *July* **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 202.0011,
SECTION 9 (1)
BY: *Stephen R. B...*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1 GENERAL (cont'd)

1.1 Undertaking of the Company (cont'd)

1.1.3 Liability of the Company (cont'd)

The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: *July* **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 807 KAR 011,
SECTION 9(1)
BY: *Sheldon B. ...*
SECRETARY OF THE BOARD

ACCESS SERVICES

1. GENERAL (cont'd)

1.1 Undertaking of the Company (cont'd)

1.1.3 Liability of the Company (cont'd)

The Company is not liable for any defacement of or damage to the premises of the Customer (or authorized or Joint User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

The Company makes no warranties or representations, express or implied either in fact or operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

Issued: June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective July **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 100.011,
SECTION 3 (1)
BY: Spencer S. S.
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL (cont'd)

1.1 Undertaking of the Company (cont'd)

1.1.4 Claims

Company shall be indemnified and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively, "Claims") arising from the use of the services pursuant to this Tariff involving: (1) Claims of third parties, including patrons or customers of Customer, arising out of, resulting from, or related to the use of the services; (2) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the services; (3) Claims for patent infringement arising from combining or using the facilities and equipment furnished pursuant to this Tariff in connection or in combination with facilities or equipment not furnished by the Company; and (4) all other Claims arisen out of any act or omission of Customers or patrons of Customer, in connection with the services made available to the Customer pursuant to this Tariff. Customer agrees to defend Company against any such Claims and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such Claims.

1.1.5 Testing, Maintenance, and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: *July* **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 207.100-207.10011,
SECTION 10(1)
BY: *Stephen C. Bell*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL (cont'd)

1.1 Undertaking of the Company (cont'd)

1.1.5 Testing, Maintenance, and Adjusting (cont'd.)

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

1.1.6 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

1.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 252.0211,
SECTION 2 (1)
BY: *Stephen R. [Signature]*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL (cont'd)

1.1 Undertaking of the Company (cont'd)

1.1.8 Rights-of-Way

Any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective *July* **June 10, 1999**
PUBLIC UTILITY COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 192.0011,
SECTION 1 (1)
BY: *Stephan B...*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL (cont'd)

1.1 Undertaking of the Company (cont'd)

1.1.9 Services Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

1.1.10 Governmental Authorizations

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Kentucky Public Service Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

Issued: June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective *July* **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 202.1011,
SECTION 9(1)
BY: *Stephen R. Ryan*
SECRETARY OF TELECOMMUNICATIONS

ACCESS SERVICES

1. GENERAL (cont'd)

1.1 Undertaking of the Company (cont'd)

1.1.11 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective ^{July} ~~June 10, 1999~~
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 100.011,
SECTION 3(1)
BY: Shirley B. [Signature]
SECRETARY OF PUBLIC SERVICE

ACCESS SERVICES

1. GENERAL (cont'd)

1.1 Undertaking of the Company (cont'd)

1.1.12 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network.

The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth in Section 1.6, following.

1.1.13 Transmission Specifications

The Company's transmission path will meet the standard transmission specifications as set forth in Bellcore Technical Publications. When the Company uses facilities and services from other service providers, the Company's transmission paths will conform to Bellcore Technical Publications, to the extent that the supplying service provider's facilities and services meet the specifications. The Company will, upon notification by the Customer that the data parameters set forth are not being met, conduct tests independently or in cooperation with the Customer, and take any actions deemed by the Company to be necessary to insure that the data parameters are met.

Issued: June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective ^{July} June 10, 1999
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 807 KAR 0011,
SECTION 9 (1)
BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL (cont'd)

1.1 Undertaking of the Company (cont'd)

1.1.14 Routine Testing

At no additional charge the Company will, at the Customer's reasonable request and where applicable, test after installation on an automatic or manual basis, 1004 Hz loss, C-message noise, and Balance (Return loss). In the case of automatic testing, the Customer shall provide remote office test lines and 105 test lines with associated responders or their functional equivalent. The frequency of the tests will be as mutually agreed on by the Customer and the Company, and the Customer and Company shall cooperate on trouble resolution of trunk test failures.

1.1.15 Determination of the Number of Transmission Paths

The Customer will determine the number of switched access service transmission paths to be provided for the busy hour minutes of capacity ordered. The Company can assist the Customer in developing the number of transmission paths using standard Company engineering methods.

1.1.16 Trunk Group Measurement Reports

Subject to availability, the Company will make available to the Customer trunk group data in the form of usage in CCS, peg count and overflow, at previously agreed to intervals.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: *July* **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 007 KAR 0011,
SECTION 0 (1)
BY: *Stephen D. Bell*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL (cont'd)

1.2 Prohibited Uses

The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

A Customer may not use the services so as to interfere with or impair service over any of facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A Customer, Joint User, or authorized User shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective ^{July} ~~June~~ 10, 1999
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 907 KRS 0011,
SECTION 9 (1)

BY: Stephen D. Burt
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL (cont'd)

1.3 Obligations of the Customer

1.3.1 Customer Responsibilities

The Customer shall pay all applicable charges as set forth in this Tariff. A person, firm, or corporation is deemed a Customer of the Company if any of its traffic is terminated to a central office code (NPA - NXX) assigned to the Company or its End Users originate traffic on the Company's network that is routed to the person's, firm's or corporation's network.

The Customer is responsible for any damage to or loss of the Company facilities or equipment caused by the acts or omissions of Customer, authorized User, or Joint User with these regulations, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

The Customer shall make available to Company such space, power, environmental conditioning and other resources at Customer's premises as Company shall request for the provision of services offered under this Tariff. Customer shall provide the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by Company, at each Customer termination point, without charge or cost to the Company. Customer agrees to return such equipment and wiring to Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in Customer's premise, except where such loss or damage is caused by Company. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and rights-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules, and regulations and with all applicable lease or other contractual agreements. Company shall install such wiring and equipment as reasonably directed by Customer to comply

Issued: **June 10, 1999**

Effective: *July*
June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 807 KAR 0011,
SECTION 9 (1)
BY: *Stephan B...*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

with lease or other contractual obligations to which Customer is a party.

Issued: June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: ^{July} ~~June~~ 10, 1999
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 207.100-0011,
SECTION 10 (1)
BY: Spokane Ben
SECRETARY OF THE BOARD

ACCESS SERVICES

1. GENERAL (cont'd)

1.3 Obligations of the Customer (cont'd)

1.3.1 Customer Responsibilities (cont'd)

Customer shall provide a safe place to work which complies with all laws and regulations along the rights-of-way and in the equipment spaces which it is responsible for obtaining pursuant to Section 1.1.8, above, and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing facilities and equipment.

Customer shall arrange access to any of the rights-of way, conduit, and equipment space which it is responsible for obtaining at any time so that Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. Customer acknowledges that, when repair work is required to restore services after interruption, it may be necessary to provide access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in Customer provided conduit at any splice or junction box. No credit allowance under Section 1.6 will be made for the period during which service is interrupted for such purposes.

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit Customer to comply with its obligations hereunder.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective ^{July} ~~June~~ **10, 1999**

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 007 KTC 0011,
SECTION 3(1)
BY: Shelby B. B.
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL (cont'd)

1.3 Obligations of the Customer (cont'd)

1.3.2 Service Requirements

When a Customer offers service for which a substantial call volume is expected during a short period of time, the Customer must notify the Company at least 48 hours in advance of each peak period. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the telephone number(s) to be used. On the basis of the information provided, the Company may invoke network management controls to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such controls.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective ^{July} ~~June~~ **10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

FURSUANT TO 807 KAR 0011,
SECTION 9 (1)
BY: Stevan B. B...
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL (cont'd)

1.4 Customer Equipment and Channels

1.4.1 General

A Customer may transmit or receive information or signals via the services provided by the Company.

1.4.2 Station Equipment

Customer provided terminal equipment on the premises of the Customer, authorized User, or Joint User, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized User, or Joint User.

The Customer, authorized User, or Joint User is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities and those of any underlying provider on whom the Company relies. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective ^{July} ~~June 10, 1999~~ 1999
PUBLIC UTILITY COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

FURSUANT TO 007 KAR 0011,
SECTION 15(1)
BY: Stephen B. Burt
SECRETARY OF THE BOARD

ACCESS SERVICES

1. GENERAL (cont'd)

1.4 Customer Equipment and Channels (cont'd)

1.4.3 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this Tariff and subject to any limits in the tariffs of an underlying provider.

1.4.4 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing services under this Tariff and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

The service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: *July* **June 10, 1999**

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

FURSUANT TO 007 KRS 0011,
SECTION 9 (1)
BY: *Stephen D. Bui*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL (cont'd)

1.4 Customer Equipment and Channels (cont'd)

1.4.5 Inspections

Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer, authorized agent, or joint user is complying with the requirements set forth in Sections 1.4.2, 1.4.3 and 1.4.4 for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided equipment and facilities to Company owned facilities and equipment.

If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action (including suspension of service) as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

Issued: June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective ^{July} June 10, 1999
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

FURSUANT TO KRS 207.100-011,
SECTION 13 (4)
BY: Stephen D. B...
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL (cont'd)

1.5 Payment Arrangements

1.5.1 Payment for Services

The Customer is responsible for the payment of all charges for facilities and service furnished to the Customer or to authorized or Joint Users. Company may withhold services under this tariff, including, without limitation, the provision of BNA information, if Customer has any unpaid amounts due to Company.

1.5.2 Taxes and Other Surcharges

Customer shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state, and Federal taxes, charges, or surcharges, however, designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income). Such taxes shall be separately stated on the applicable invoice.

1.5.3 Service Date

At such time as Company completes installation or connection of the necessary facilities and/or equipment to provide service under this Tariff, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, the Company shall notify the Customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for billing.

Issued: **June 10, 1999**

Effective ^{July}~~June~~ **10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

FURSUANT TO 807 KAR 0011,
SECTION 9 (1)
BY: Stephen B. B.
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL (cont'd)

1.5 Payment Arrangements (cont'd)

1.5.4 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or users for services and facilities furnished to the Customer by the Company. Company may withhold services under this tariff including, without limitation the provision of BNA information, if customer has any unpaid amounts due to Company.

Recurring charges shall be billed in advance after the Service Date is determined and will be due no later than thirty (30) days after the date of the invoice. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice.

Billing starts on the day after the Company notifies the Customer that the service or facility is available for use, or on the first day on which the service of facility was used by the Customer. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

Issued: **June 10, 1999**

Effective *July* **June 10, 1999**

**Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607**

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

FURSUANT TO KYTIC 2.0011,
SECTION 3 (1)
BY: *Stephen D. B...*
SECRETARY OF THE COM.

ACCESS SERVICES

1. GENERAL (cont'd)

1.5 Payment Arrangements (cont'd)

1.5.4 Billing and Collection of Charges (cont'd)

If any portion of the payment is received by the Company after the payment date as set forth herein preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late payment factor. The late payment factor shall be 1.5% per month, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes payment to the Company. Customer shall be responsible for all costs, including attorney's fees, incurred in the collection of any unpaid charge or in any other action to enforce payments and/or obligations arising under this Tariff.

Customer agrees to review each invoice promptly and to notify Company of any discrepancies within forty-five (45) days of receipt of invoice or Customer shall have waived its right to dispute such invoice.

In the event the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, Company shall be entitled to make a reasonable estimate of Customer's usage of services in the period in question for billing purposes.

Issued: **June 10, 1999**

**Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607**

Effective: *July* **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

FURSUANT TO 007101-0011,
SECTION 19 (1)
BY: *Stephen B...*
SECRETARY OF PUBLIC SERVICE

ACCESS SERVICES

1. GENERAL (cont'd)

1.5 Payment Arrangements (cont'd)

1.5.5 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services are furnished. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

1.5.6 Deposits

To safeguard its interests, before a service is furnished, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment. Interest as required by law shall be paid on all deposits. Deposits will be handled in accordance with the Commission's rules and regulations and will not exceed the amount permitted under Commission Rule 103-621.

When a service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

Issued: June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: *July* **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 007 KAR 0011,
SECTION 9 (1)
BY: *Stephen B. B.*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL (cont'd)

1.5 Payment Arrangements (cont'd)

1.5.7 Discontinuance of Service

If Customer fails to pay timely any amount required and such failure continues for five (5) days after written notice thereof to Customer, or if the Customer fails to comply with any other provision of this Tariff and such noncompliance continues for thirty (30) days after written notice thereof to Customer, then, as to the applicable services, Company at its sole option may elect to pursue one or more of the following courses of action: (1) require immediate payment of all future payments for service hereunder; (2) discontinue existing services, suspend existing services, or refuse to accept orders for additional services, and/or (3) pursue any other remedies as may be provided at law or in equity. Company shall incur no liability for such discontinuance, suspension or refusal to accept orders.

If all or any significant portion of the facilities or associated equipment used to provide services to Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right or condemnation or eminent domain, Company shall be entitled to elect to terminate service upon written notice to Customer.

Issued: June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: *July* **June 10, 1999**

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 007 KAR 0011,
SECTION 9 (1)
BY: *Stephen D. Bui*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL (cont'd)

1.5 Payment Arrangements (cont'd)

1.5.7 Discontinuance of Service (cont'd)

If facilities or associated equipment used to provide services to Customer and obtained by Company from another service provider are made unavailable by that underlying provider, Company shall be entitled to terminate service to Customer without liability.

If all or any significant portion of the facilities or associated equipment used to provide the services to the Customer shall, in the Company's judgment, be made inoperable and beyond economically or technologically feasible repair, the Company shall promptly inform the Customer thereof in writing and Company shall be entitled to elect to terminate service. Any repairs shall be at the Company's sole expense, except that if such casualty is caused by the willful misconduct or negligence of the Customer or by Customer's noncompliance with its obligations under this Tariff, then such repairs will be at Customer's expense.

Issued: June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective *July* **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 007 KAR 0011,
SECTION 9 (1)

BY: *Stephen D. B...*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL (cont'd)

1.5 Payment Arrangements (cont'd)

1.5.7 Discontinuance of Service (cont'd)

Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately discontinue or suspend service under this Tariff without incurring any liability.

Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

1.5.8 Fractional Charges

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

1.5.9 Moves, Adds, and Changes

Upon receipt of written notice from Customer, Company will add, delete or change locations or features of specific services. Company shall charge Customer a non-recurring charge for such service. In the event that in excess of 10% of the services that were installed are deleted, Customer will be subject to the Company's standard termination charges.

Issued: **June 10, 1999**

Effective *July* **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

FURSUANT TO 607 K.R.C.0011,
SECTION 3 (1)

BY: *Stephen D. Bell*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL (cont'd)

1.5 Payment Arrangements (cont'd)

1.5.10 Cancellation of Service

Where the Company incurs any expense in connection with special arrangements, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, and to the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer. The charge will be calculated and applied on a case-by-case basis as follows.

1.5.10.1 The period on which the termination liability is based is the estimated service life of the facilities provided.

1.5.10.2 The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) equipment and materials provided or used;
 - b) engineering, labor, and supervision;
 - c) transportation; and
 - d) rights of way and / or any required easements;
2. license preparation, processing, and related fees;
3. tariff preparation, processing and related fees;
4. cost of removal and restoration, where appropriate; and
5. any other identifiable costs related to the specially constructed or rearranged facilities.

Issued: June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: *July* **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 807 KAR 0011,
SECTION 9 (1)
BY: *Stephen D. Bell*
SECRETARY OF THE BOARD

ACCESS SERVICES

1. GENERAL (cont'd)

1.6 Allowances for Interruption in Service

1.6.1 General

A credit allowance will be given for any period during which any line subscribed to by Customer hereunder is out of service, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the next bill to Customer. A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this Tariff by Company.

An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports the service to be inoperative but declines to release it for testing and repair it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.

Issued: June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective *July* **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 100.011,
SECTION 3 (1)
BY: *Stephen D. Bell*
SECRETARY OF KENTUCKY

ACCESS SERVICES

1. GENERAL (cont'd)

1.6 Allowances for Interruption in Service (cont'd)

1.6.2 Application of Credit Allowances

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:

1.6.2.1 For Monthly Recurring Charges, no credit allowance will be given on interruptions less than thirty (30) minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charge for the service for each period of 30 minutes or at least 15 minutes thereof that the interruption continues.

1.6.2.2 For usage based charges, no credit will be allowed for an interruption less than 24 hours. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of: a) the monthly rates, b) the assumed minutes of use charge, or c) the minimum monthly usage charge, whichever is applicable, for each period of 24 hours or major fraction (12 hours and 1 minute) thereof that the interruption continues. However, in the case of the service billed based on actual usage, no credit allowance will be given when the actual usage charge exceeds the minimum monthly usage charge in any one monthly billing period.

Issued: June 10, 1999

Effective: *July* June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KOTC 10-0011,
SECTION 10.1
BY: *Stephan B...*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

1. GENERAL (cont'd)

1.6 Allowances for Interruption in Service (cont'd)

1.6.3 Limitations on Credit Allowances

No credit allowance will be made for:

Interruptions due to the negligence of, or non-compliance with the provisions of the Tariff by the Customer, authorized User, Joint User, or other common carrier providing service connected to the service of the Company;

Interruptions of service due to the failure or malfunction of facilities, power, or equipment provided by the Customer, authorized User, Joint User, or other common carrier providing service connected to the service offered by the Company;

Interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated;

Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction;

Interruptions of service during any period when the Customer, authorized User, or Joint User has released service to the Company for maintenance purposed or for implementation of a Customer order for a change in service arrangements;

Interruptions of service due to circumstances beyond the control of the Company.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: *July* **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 207.501, 207.502, 207.503,
SECTION 10 (1)
BY: *Sharon B. B.*
SECRETARY OF THE BOARD

ACCESS SERVICES

1. GENERAL (cont'd)

1.7 Joint Use Arrangements

Joint use arrangements will be permitted for all services offered pursuant to this Tariff.

From each joint use arrangement, one member will be designated the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from this Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of charges billed to it.

1.8 Meet Point Billing

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: *July* **June 10, 1999**

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 207.120(1),
SECTION 10 (1)

BY: *Stephen O. Bell*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS

2.1 General

2.1.1 Description

Intrastate access service is provided at Company designated end office switches whether routed directly or via Company designated tandem switches. For Intrastate access service with SS7 signalling option, the CCSA signalling connection is provided to Company designated STPs.

Intrastate access service is provided as trunk side switching through the use of end office or access tandem switch trunk equipment. The switch trunk equipment may be provided with wink start start-pulsing signals and answer and disconnect supervisory signalling, or without signalling when the SS7 signalling option is specified.

Intrastate access service switching may be provided, at the Customer's option, with multifrequency address signalling or common channel signalling. With multifrequency address signalling, up to 12 digits of the called party number dialed by the Customer's End User using dual tone multifrequency or dial pulse address signals will be provided by Company equipment to the Customer's premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the Local Transport provided. With common channel signalling, up to 12 digits of the called party number dialed by the Customer's End User using dual tone multifrequency or dial pulse address signals will be provided by Company equipment to the Customer's designated premises via a Common Channel Signalling Access (CCSA) circuit.

The Company's facilities shall provide the necessary on-hook, off-hook, answer and disconnect supervision.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective *July* **June 10, 1999**
OFFICE OF THE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 807 KAR 0011,
SECTION 9(1)
BY: *Sharon R. R.*
SECRETARY OF THE BOARD

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (cont'd)

2.1 General (cont'd)

2.1.1 Description (cont'd)

When used in the terminating direction, Intrastate access service switching may be used to access valid NXXs in the LATA, time or weather announcement services of the Company, community information services of an information service provider, and other Customers' services (by dialing the appropriate codes) when such services can be reached using valid NXX codes. When directly routed to an end office, only those valid NXX codes served by that end office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed. Additionally, non-access charges will also be billed for calls from an Intrastate access service trunk to another Customer's service in accordance with that Customer's applicable service rates when the Company performs the billing function for that Customer. Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), service codes (611 and 911 where available) and 1010XXX access codes.

The Company will establish a port or ports for the Customer at end office switches or access tandem switches where Intrastate access service switching is provided. When required by technical limitations, a separate port will be established for each type of Intrastate access service switching arrangement provided. Different types of Intrastate access service arrangements may be combined on a single port at the option of the Company.

No charge applies to End Users for calls to the Intrastate access service 1010XXX access code.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective *July* **June 10, 1999**
PUBLIC UTILITIES COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 100.011,
SECTION 10 (1)
BY: *Sharon R. R...*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (cont'd)

2.1 General (cont'd)

2.1.2 Service Options

The Company provides two service options. Direct Access switched access service is provided to those Customers whose traffic is carried only on Company facilities. Clear Access switched access service is provided to those Customers who originate and terminate their switched traffic with the Company via the use of another Local Exchange Carrier's (LEC) tandem facilities.

2.1.3 Testing Capabilities

Where equipment is available, Intrastate access service in the terminating direction is provided with seven digit access to balance (100 type) test line, milliwatt (102 type) test line, nonsynchronous or synchronous test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 260.011,
SECTION 9 (1)
BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

Issued: June 10, 1999

Effective: July June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (cont'd)

2.2 Transport Service

Transport Service provides for the transmission of calls between the Customer designated premises and the end office switch(es) where the Customer traffic is switched to originate or terminate the Customer's communication. Transport Service is a two-way voice frequency transmission path composed of facilities determined by the Company. The two way voice frequency transmission path permits the transport of calls in the originating direction (from the End User end office switch to the Customer designated premise) and in the terminating direction (from the Customer designated premise to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals.

Customers who choose Direct Access directly connect with the Company's office(s). In this case, the Customer is responsible for providing its own facility(s) to the Company's office(s), or point of interconnection and will be charged Port Charges. The Port Charges will consist of a non-recurring connection charge and a recurring monthly rental charge. The Port can be furnished only on a DS1 basis.

Customers who choose Clear Access connect with the Company's office(s) through another LEC's tandem switch. Transport Service rates are made up of a Transport Termination rate which is assessed on a per transmission path per access minute basis, and a Transport Mileage rate assessed on a per mile per access minute basis. The Transport Termination rate provides for the communication frequency transmission path at the Company switching central office and includes the Transport Service portion of central office switching and central office circuit equipment. The Transport Mileage rate applies to transmission facilities provided by the Company between the Company's central office and a remote switching facility. Clear Access calls are also assessed an Interconnection charge per minute to provide for additional handling costs.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: *July* **June 10, 1999**

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 207.5011,
SECTION 4 (1)
BY: *Sharon B...*
SECRETARY OF COMMISSION

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (cont'd)

2.2 Transport Service (cont'd)

For purposes of determining Transport Mileage measurement, distance will be measured from the wire center that normally serves the Customer designated premises to the end office switch(es), which may be a Remote Switching Module(s).

2.3 End User Access

End User Access provides Customers with the access from end office switches to End Users, for use in furnishing their communications services.

Customers may be accessed via lines, trunks, pay telephone lines, or other facilities, terminated on a central office switch, which are provided under the local exchange services tariffs of the Company .

2.4 Switching Service

Switching Service provides for the use of end office switching functions and the terminations in the end office of End User lines. Optional features available by Customer request at no charge include:

- Service Class Routing
- Alternate Traffic Routing
- International Carrier Option
- Hunt Group Arrangement for use in the provision of WATS or WATS-type services
- Uniform Call Distribution Arrangement for use in the provision of WATS or WATS-type services
- Nonhunting Number Associated with Hunt Group Arrangement or Uniform Call Distribution Arrangement for use in the provision of WATS or WATS-type services

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective ^{July} ~~June~~ **10, 1999**

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

FURSUANT TO 807 KRS 0011,
SECTION 0 (1)

BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (cont'd)

2.4 Switching Service (cont'd)

2.4.1 Automatic Number Identification (ANI)

ANI provides the automatic transmission of a ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature is an end office software function which is associated on a call-by-call basis with all individual transmission paths in a trunk group routed directly between an end office and a Company designated premises, or, where technically feasible, with all individual transmission paths in a trunk group between an end office and an access tandem. The ANI feature is available by Customer request at no charge.

The ten digit ANI number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number (TN). The ten digit ANI number will be transmitted on all calls except those identified as ANI failure, in which case only the NPA will be transmitted, in addition to the information digit.

Issued: June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective ^{July} ~~June~~ 10, 1999
PUBLIC UTILITY COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 807 KAR 80.11,
SECTION 10 (6)
BY: Stephen C. Bell
SECRETARY OF THE COMMISSION

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (cont'd)

2.4 Switching Service (cont'd)

2.4.1 Automatic Number Identification (ANI) (cont'd)

The information digits identify: (1) TN is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling TN - must be obtained by operator or in some other fashion, (3) hotel/motel originated call which requires room number identification, (4) coinless station, hospital, inmate, etc., call which requires special screening or handling by the Customer, and (5) call is an Automatic Identified Outward Dialed (AIOD) call from customer premises equipment. The ANI TN is the listed telephone number of the Customer and is not the TN of the calling party.

Additional ANI information digits are available as requested by the Customer to identify various classes of line restriction, including (1) interLATA restricted - TN is identified line, (2) interLATA restricted - hotel/motel line, and (3) interLATA restricted - coinless, hospital, inmate, etc. line.

Issued: **June 10, 1999**

Effective: *July* **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 807 KAR 0011,
SECTION 9 (1)

BY: *Shirley R. Burt*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (cont'd)

2.5 Chargeable Optional Features

800 Database Access Service is provided to all Customers in conjunction with switched access service. When a 1+8XX+NXX-XXXX call is originated by an End User, the Company will utilize the SS7 network to query an 8XX database to identify the Customer to whom the call will be delivered, and to provide vertical features based on the dialed digits. The call will then be routed to the identified Customer over switched access. In addition to the basic carrier identification function, 8XX Database Access Service subscribers may request vertical features through a Responsible Organization in accordance with the SMS/800 User Guide. The POTS Translation vertical feature provides the option of having the ten-digit POTS number (i.e., NPA-NXX-XXXX) delivered instead of the 8XX dialed number (i.e., 8XX-NXX-XXXX) delivered to the service provider. If the POTS Translation feature is requested through the Responsible Organization, the service provider will be unable to determine that such calls originated as 1+8XX-NXX-XXXX dialed calls unless the service provider also orders, through the Company, the Automatic Number Identification (ANI) optional feature as described in Section 2.4.1. ANI information digit twenty-four (24) indicates that the call originated as an 8XX dialed call and is delivered when the ANI optional feature is ordered. A POTS Translation Charge as described in Section 5.3 is assessed to the service provider for each 8XX call delivered.

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

July
PUBLIC SERVICE COMMISSION
KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 100.01-0011,
SECTION 10
BY: *Shawn C. Bell*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (cont'd)

2.5 Chargeable Optional Features (cont'd.)

A Basic or Vertical Feature Query charge is assessed for each query launched to the 800 database. The Basic Query provides for the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 8XX calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same Customer identification function in addition to vertical features which may include: (1) call validation, ensuring that call originate from subscribed service areas; (2) POTS translation of 8XX numbers; (3) alternate POTS translation, which allows subscribers to vary the routing of 8XX calls based on factors such as time of day, place of origin of the call, etc.; (4) multiple carrier routing, which allows subscribers to route to different carriers based on factors similar to those in (3).

Issued: June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: *July* **June 10, 1999**

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 100.011,
SECTION 3(1)

BY: *Stephen O. Bell*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (cont'd)

2.6 Measurement of Access Minutes

Customer traffic to end offices will be measured (recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured or imputed to determine the basis for computing chargeable access minutes.

With Multifrequency Address Signalling, usage measurement begins when the originating entry switch receives the acknowledgment wink supervisory signal forwarded from the Customer's point of termination. For originating calls with SS7, usage measurement begins when either the Exit Message (EXM) or the Address Complete Message (ACM) is received.

The measurement of originating call usage ends when the entry switch receives disconnect supervision from either the originating End User's end office, indicating the originating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

For terminating calls, the measurement of access minutes begins when the terminating entry switch receives answer supervision from the terminating End User's end office, indicating the terminating End User has answered.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 807 KAR 0011,
SECTION 3 (1)

BY: Stephen D. Bell

SECRETARY OF THE COMMISSION
Effective: July **June 10, 1999**

Issued: **June 10, 1999**

**Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607**

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (cont'd)

2.6 Measurement of Access Minutes (cont'd)

The measurement of terminating call usage ends when the terminating entry switch receives disconnect supervision from either the terminating End User's office, indicating the terminating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

2.7 Individual Case Base (ICB) Arrangements

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff as approved by the Commission. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specified in each individual contract. The regulations of the Company, as contained in Section 1 of this Tariff, will apply to such ICB arrangements unless expressly waived by the Company.

2.8 Jurisdictional Reports

Where possible, the Company will determine the jurisdiction of both originating and terminating calls from the call detail records generated via the switched network, and bill usage according to such determination. A call that enters the Customer's

Issued: **June 10, 1999**

Effective: *July* **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 907 KAR 0011,
SECTION 9(1)
BY: *Stephen D. Bell*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (cont'd)**2.8 Jurisdictional Reports (cont'd)**

network in a state different from the state in which the called station is located will be classified as intrastate. A call that enters the Customer's network at a point within the same state as the state where the called station is located will be classified as intrastate.

In those cases where it is not possible for the Company to determine the jurisdiction of the call from the call detail, the Customer may provide the Company with a percent intrastate use. The percent, which should be represented as a whole number, is determined by taking the total intrastate usage and dividing by the total minutes of use. The Customer may update the jurisdictional percentages reported to the Company on the first of January, April, July, and October. Reports should be received no later than the 20th of each month. Reports will be used on a go-forward basis, and will be in effect until the Customer submits a revised report. Customers beginning service in the middle of a quarter may submit a jurisdictional report at the onset of service.

In the absence of a Customer-provided percent intrastate use, the following percentages will be used:

8XX traffic:	100%
900 traffic:	100%
700 traffic:	100%
all other:	percent determined by measurable network usage.

The Company reserves the right to verify the percents on the jurisdictional reports by examination of the underlying data. The Company will submit a request for verification in writing to the Customer. Such a request will occur no more than once a year. Once the request is received, the Customer will have 30 days to supply or otherwise make

Issued: **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective *July* **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 207.501, 207.5011,
SECTION 3 (1)
BY: *Stephen D. Bell*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (cont'd)

2.8 Jurisdictional Reports (cont'd)

available the data to the Company.

2.9 Network Blocking

The Customer may be notified by the Company to increase its capacity when excessive trunk group blocking occurs on groups carrying the Company's traffic. Excessive trunk group blocking occurs when the blocking thresholds as described herein are exceeded. If the order for sufficient additional capacity to handle the Customer's traffic has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in Section 5.7 for each overflow in excess of the chargeable threshold.

<u>Trunk Group Size</u>	<u>Allowable Overflows Per Trunk Per Month</u>
24	10
48-120	9
144-480	8
504+	7

Issued: June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

Effective: *July* **June 10, 1999**
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 907 KAR 0011,
SECTION 9 (4)
BY: *Stephen D. Bui*
STATE CLERK OF THE COMMISSION

ACCESS SERVICES

3. BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephonic communications services to its End Users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone. The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service is provided on a manual basis only. Information will be provided by voice telecommunications, fax, or mail, as appropriate.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charges to a calling card that is resident in the Company's data base.

Issued: June 10, 1999

Effective: *July*
~~June~~ 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 807 KAR 0011,
SECTION 9 (1)

BY: *Stephen R. B...*
SECRETARY OF THE COMMISSION

ACCESS SERVICES

3. BILLING NAME AND ADDRESS SERVICE (cont'd)

3.1 Undertaking of the Company

- 3.1.1 A request for information on telephone numbers should be mailed or faxed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days, unless other arrangements are mutually agreed to between the Company and the Customer.
- 3.1.2 The Company will specify the format in which requests are to be submitted.
- 3.1.3 The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, End User or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
- 3.1.4 The Company will provide the most current BNA information resident in its data base. Due to normal End User account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.
- 3.1.5 The Company shall use reasonable efforts to provide accurate and complete lists. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 507 KAR 0011,
SECTION 3(1)

BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

Issued: June 10, 1999

Effective: July
June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

ACCESS SERVICES

3. BILLING NAME AND ADDRESS SERVICE (cont'd)

3.2 Obligations of the Customer

- 3.2.1 With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.
- 3.2.2 The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this Tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information upon request.
- 3.2.3 The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's End User records, accounts, data bases or market data, records, filed and data bases or other systems it assembles through the use of the BNA Service.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 807 KAR 8011,
SECTION 9 (1)

BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

Issued: June 10, 1999

Effective July ~~June~~ 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

ACCESS SERVICES

3. BILLING NAME AND ADDRESS SERVICE (cont'd)

3.3 Rate Regulations

- 3.3.1 Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis.
- 3.3.2 A charge applies for each request for BNA information for a telephone number on a manual basis. The Company will keep a count of the requests processed, and will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests.
- 3.3.3 When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 807 KAR 0011,
SECTION 3 (1)
BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

Issued: **June 10, 1999**

Effective: *July*
June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

ACCESS SERVICES

4. DESCRIPTION AND APPLICATION OF RATES AND CHARGES

4.1 Usage Rates

Usage rates for switched access service are rates that apply: (1) on a per access minute basis when Direct Access or Clear Access is used, (2) on a per call blocked basis beyond the blocking threshold for Network Blocking, (3) on a per query basis for 800 Database Queries. All charges are accumulated on a monthly basis. Rates for these services are found in the Rate Attachment.

4.2 Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a chargeable optional feature of basic service element is provided. For billing and prorating purposes, each month is considered to have 30 days.

4.3 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity. The types of non-recurring charges are as follows:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 100.011,
SECTION 3(1)

BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

Issued: June 10, 1999

Effective: July
June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

ACCESS SERVICES

4. DESCRIPTION AND APPLICATION OF RATES AND CHARGES (cont'd)

4.3 Nonrecurring Charges (cont'd)

4.3.1 Access Order Charge

The Access Order Charge applies to all Customer requests for new switched access service, and for additions, changes, or rearrangements to existing service. It is applied on a per order basis to each order received by the Company, and is in addition to any other applicable charges as set forth in this and other sections of this Tariff.

The Access Order Charge does not apply:

- to administrative changes as set forth in 3.2(c), below;
- when a change in a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- when a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 100.011,
SECTION 3(1)

BY: Shelton D. Bly
SECRETARY OF THE COMMISSION

Issued: **June 10, 1999**

Effective: July **June 10, 1999**

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

ACCESS SERVICES

4. DESCRIPTION AND APPLICATION OF RATES AND CHARGES (cont'd)

4.3 Nonrecurring Charges (cont'd)

4.3.2 Installation of Service

Non-recurring charges apply to each Direct Access service installed. This charge applies only when the capacity ordered requires the installation or activation of an additional trunk(s) which is uniquely identified for the sole use of the ordering Customer.

4.3.3 Service Rearrangements

All changes to existing services other than changes involving administrative activities will be treated as the discontinuance of the existing service and an installation of a new service. Installation charges as described in 4.3.2, above, apply. Changes and additions to existing services which are necessary due to Company initiated network reconfigurations will be made without charge to the Customer.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 807 KAR 0011,
SECTION 13 (4)

BY: Stephen D. Ruff
SECRETARY OF THE COMMISSION

Issued: June 10, 1999

Effective: July June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

ACCESS SERVICES

4. DESCRIPTION AND APPLICATION OF RATES AND CHARGES (cont'd)

4.3 Nonrecurring Charges (cont'd)

4.3.3 Service Rearrangements (cont'd)

Administrative changes include the following:

- change of Customer name,
- change of Customer or Customer's End User premises address when the change of address is not the result of a physical relocation of equipment,
- change in billing data (name, address, contact name or telephone number),
- change of agency authorization,
- change of Customer circuit identification,
- change of billing account number,
- change of Customer test line number,
- change of Customer or Customer's end user contact name or telephone number,
- change of jurisdiction.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 260.011,
SECTION 3 (1)

BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

Issued: June 10, 1999

Effective: July June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

ACCESS SERVICES

5. RATES AND CHARGES

5.1 Direct Access
Transport:

DS1 Port, per port 179.13

End User Access,
per minute 0.0084Local Switching,
per minute 0.04305.2 Clear Access
Transport:Transport Termination,
per minute 0.0015

per minute per mile 0.0003

Interconnection,
per minute 0.0134End User Access,
per minute 0.0107Local Switching,
per minute 0.0512PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO 307 KAR 0011,
SECTION 3 (1)BY: Stephen D. Bee
SECRETARY OF THE COMMISSION

Issued: June 10, 1999

Effective: July June 10, 1999**Michael LaFrance, President & CEO**
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

ACCESS SERVICES

5. RATES AND CHARGES (cont'd)

5.3 8XX Database Access Service

Base Query, per query	\$0.0042
Vertical Features:	
8XX to POTS translation,	
per query	0.0016
all other, per query	0.0035

5.4 Billing Name and Address Service

Service Establishment Charge (non-recurring)	150.00
Request, per telephone number	0.25

5.5 Access Order Charge,
(non-recurring) 105.005.6 Installation Charge,
Per service order (non-recurring)
First Trunk 900.00
Each Additional Trunk 100.005.6.a Supplemental Order Charge
Per order 35.00
Expedite Charge/Short Interval Charge 150.005.7 Network Blocking,
per call blocked .0077PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 272.011,
SECTION 10()
BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

Issued: June 10, 1999

Effective: July June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607

ACCESS SERVICES

5.8	SS7	
	Per Point Established	250.00
	(monthly recurring charge)	
	Changed	300.00
	(Non-recurring charge)	
	Destination Point Code	8.00
5.9	Additional Engineering Charge	
	Basic Time	25.00
	Overtime	35.00
	Premium	50.00

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 1999

PURSUANT TO KRS 100.011,
SECTION 10 (1)

BY: Stephen D. Bell
SECRETARY OF COMMERCE

254262.1

Issued: June 10, 1999

Effective: July June 10, 1999

Michael LaFrance, President & CEO
NewSouth Communications Corp.
130 Industrial Drive
Greenville, South Carolina 29607